

**RANDOLPH PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
FOR
THE PRINCIPAL
PRINCIPAL OF THE SCHOOL**

THIS CONTRACT, made and entered into on this 6th day of June, 2021, by and between the **RANDOLPH SCHOOL DISTRICT** (hereinafter, the “District”), acting by and through its Superintendent of Schools, who acts hereunder in her official capacity only and without any personal liability to herself, and **THE PRINCIPAL**, (hereinafter, the “Principal” or “The Principal”) of The School, Norfolk County, Massachusetts.

WITNESSETH:

WHEREAS, the Randolph School District is authorized by Massachusetts General Laws Chapter 71, §41 to enter into an employment contract with its School Principal concerning the terms and conditions of employment; and,

WHEREAS, the District desires to employ the services of The Principal as the Principal of the The School; and

WHEREAS, it is the desire of the District to describe and define the job duties and job responsibilities of the Principal, fix her salary, and provide for benefits and working conditions and,

WHEREAS, The Principal represents that she is qualified and capable of performing the duties and responsibilities of said position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the District and The Principal agree as follows:

Section 1 – Employment

The District hereby agrees to employ The Principal as Principal of the School and the Principal hereby accepts employment for the period commencing July 1, 2021 and terminating on June 30, 2024, subject to the terms and conditions hereinafter provided.

Section 2 – Term

Notwithstanding the provisions of any other written or verbal agreements or understandings, the term of this Agreement shall commence on July 1, 2021 and end on June 30, 2024, unless sooner terminated in accordance with the provisions hereof.

Section 3 - Duties and Responsibilities

The duties of the Principal shall be as set forth in the attached job description and as may be assigned by the Superintendent of Schools. The Principal shall be the educational administrator and manager of her school and shall supervise the operation and management of her school and school property, subject to the supervision and direction of the Superintendent or his/her designee. The Principal, subject to the supervision and direction of the Superintendent, shall diligently, faithfully, and competently perform the duties and responsibilities imposed upon or required of the Principal under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Randolph School Committee, the directives of the Superintendent of Schools, and the provisions of this Contract. The Principal shall serve and perform such duties at such times and places and in such manner as the Superintendent may from time to time direct.

Section 4 – Work Year and Hours of Work

A. Work Year

This position is a twelve (12) month (52 week) position, commencing July 1 and ending June 30 each year. It is specifically recognized by the Parties that the work year is not limited to times and days when school is in session.

B. Hours of Work

The Principal shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Principal may have to expend additional time beyond the normal work day and she agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Principal shall attend evening, emergency or such other meetings or conferences as requested by the Superintendent or his/her designee, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

Section 5 – Certification/Licensure

The Principal shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate/license qualifying her to act as a Principal in the Commonwealth, as required by M.G.L. Chapter 71, Section 38G, and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The Principal agrees to advise the Superintendent immediately in the event that her license is revoked, suspended, or otherwise affected in any way.

Section 6 – Medical Examination

The Principal may be required to submit to a medical examination by a medical provider of the Superintendent’s choosing, the cost of which shall be borne by the District, if, in the judgment of the Superintendent the Principal appears to be physically or mentally incapacitated and unable to perform her duties.

Section 7 – Compensation

Effective July 1, 2021, the Principal shall be paid a total annual salary of XXXXX Dollars and No Cents (\$XXXX.00).

This salary will be paid bi-weekly, in equal installments consistent with the new payroll practices applicable to all 12 month employees of the Randolph Public Schools. The Superintendent or his/her designee will meet twice annually with the Principal, not later than February 15 and May 15 of each year of this Contract, for purposes of reviewing the Principal’s performance and salary. Any adjustment to the Principal’s salary shall be at the sole discretion of the District. The District makes no representation that any increase in salary shall be granted during the term of this Contract. However, in no event, will the Principal’s annual salary be reduced during the term of this Contract, except pursuant to a transfer made under Section 15.

Section 8 – Fringe Benefits

The Principal shall be entitled to the following benefits for the term of this Contract:

A. Sick Leave

1. The Principal shall be entitled to earn paid sick days at the rate of one and one-quarter (1.25) days for each month of service to a cumulative yearly total of fifteen (15) days. Sick days may be used for the Principal’s own personal illness or injury. Sick days not used in the year in which it is earned shall be accumulated for use in subsequent years, without limit.—Unless specified elsewhere sick days have no cash value upon termination or expiration of this contract.
2. The Principal shall provide the Superintendent or his/her designee with notice of usage of sick time as soon as practicable and pursuant to any procedures the Superintendent may require.
3. The Superintendent may require, at any time during the duration of this Contract, the submission of a written certification of illness, injury or disability, whether mental or physical in nature, and a written statement of ability to return to duty by an appropriately licensed physician or other professional of the Superintendent’s choice.

4. After utilization of all accrued sick leave for illness, the Principal may request, and the Superintendent may grant, an extension of leave, paid or unpaid, upon such terms as the Superintendent deems appropriate.
5. The Principal shall be entitled to leave under the provisions of M.G.L. c. 149, Section 105D, Massachusetts Parental Leave Act (MPLA) and/or the federal Family and Medical Leave Act, to the extent otherwise eligible. Where such leave is taken due to the Principal's own serious health condition, she may utilize accrued and available paid sick time. Otherwise, such leave shall be unpaid.
6. Following the birth, adoption, or placement of a child and the exhaustion of leave under Section 5 above, the Principal may request and shall be granted a child rearing leave of absence, without pay, for the remainder of the school year, up to and including June 30. In no event, however, shall such unpaid child-rearing leave extend into a second school year.

B. Vacation:

On July 1 of each year of this Contract, the Principal shall receive twenty-five (25) days as annual vacation, exclusive of legal holidays. The annual award of vacation days shall be pro-rated for less than a full year of service. Vacation days in excess of ten (10) may be carried over into the following year and must be used by August 15 of the following fiscal year. The Principal's vacation schedule shall also be provided to the Superintendent by August 1 of the fiscal year. Accrued vacation should be taken by the Principal during days when students are not in session except by prior written approval from the Superintendent. No more than five (5) vacation days can be taken by the Principal in the months of May/June. Except as specified above, unused vacation days may not be accumulated from contract year to contract year, but will be surrendered and shall have no cash redemption value.

C. Personal Days:

The Principal shall be granted three (3) days of personal leave without loss of pay during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written request to use such days must be submitted to the Superintendent at least twenty-four hours in advance. Unused personal time may not be accumulated and shall be forfeited at the conclusion of this Contract term.

D. Bereavement Leave:

In the event of death in her immediate family, the Principal shall be allowed up to five (5) consecutive workdays of bereavement leave without loss of pay commencing with the day of death. For purposes of this provision, "immediate family" shall include: parents, spouse, siblings, children, grandchildren and any relative living in her household. Up to three (3) days of leave without loss of pay shall be allowed to attend the funeral or memorial services of other members of her family, including grandparents, mother/father in-law, or grandparents of spouse or

a relative living in the immediate household of the Principal. One day's leave, with pay, will be granted in the case of death of other relatives to attend the funeral or memorial service. These provisions shall be administered by the Superintendent in light of their purpose.

E. Jury Duty:

In the event the Principal is called to serve as a juror during the term of this Contract, she shall continue to receive her regular compensation however, the Principal shall reimburse the District for any compensation received from the Court in excess of reimbursement for expenses.

F. Holidays:

The Principal shall not be required to work, but shall be paid when the school offices are closed on the following days:

New Year's Day	Labor Day
M.L. King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

G. Travel Expenses:

Consistent with established policies, the District shall reimburse the Principal for all pre-approved and reasonable travel expenses incurred in the attendance at local, state and national meetings and conferences, seminars, workshops or other meetings which are related to the work of the Principal. Such expenses may include, but not be limited to, costs of transportation to appropriate local, state and national meetings and conferences approved by the Superintendent and/or School Committee.

H. Insurance:

The Principal is entitled to all insurance benefits (medical, hospital, and life), at the same premium contribution rates, as are currently provided by the Town of Randolph to its employees. The District, on behalf of the Town, reserves the right to change insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Contract. The Principal agrees to accept any such changes which are made by the Town of Randolph.

I. Contributory Retirement Plan:

The Principal shall be a member of the Massachusetts Teachers' Contributory Retirement System as required by M.G.L. c. 32, §2.

J. Professional Development:

Subject to the Superintendent's prior approval, the District will pay up to a total of One Thousand Dollars (\$1,000.00) per fiscal year for the duration of this Contract for professional development courses, conferences, and tuition expenses incurred by the Principal. The Principal may also be reimbursed for expenses related to workshops, seminars, and other programs related to her professional improvement, subject always to the Superintendent's prior approval. Travel and lodging expenses for out-of-state conferences may be reimbursed by the District within the terms set forth in Section G, above.

K. Leaves of Absence without Pay

1. Military: Military leave without pay shall be granted to the Principal provided the Principal is recalled, inducted or enlists in any branch of the armed forces of the United States. On return from such leave, the Principal shall be entitled to re-instatement to her position, however if such is not possible, the Principal may be assigned to a comparable position for the duration of this Contract.

2. Personal: The Principal may be granted a leave of absence, without pay, for up to one year for the purpose of caring for a sick member of her family where the Principal's personal attention is required.

3. Public Office: The Principal may be granted a leave of absence, without pay, to serve in any elected public office, not to exceed one term.

As noted above, on return from any leave in this section, an attempt shall be made to return the Principal to her specific job, but in the event that this is not possible, the Principal shall be assigned to the most comparable position available.

L. Other Activities:

The Principal may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, as well as attend professional meetings, provided they do not derogate from her duties as Principal.

Section 9 – Performance and Relationship with the Superintendent and Committee

A. The Principal shall fulfill all aspects of this Contract. Any exceptions thereto must be by mutual agreement between the Randolph School District, acting by and through its Superintendent, and the Principal in writing and subject to the School Committee's prior approval of applicable policies regarding the same. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy. The Principal is fully responsible for implementing the policies so established subject to the direction of the Superintendent.

- B. The Principal must inform the Superintendent of her intended use of vacation or sick time, professional duties requiring out of town travel and/or any other circumstances that would result in the Principal's absence. In the event of an absence of more than five (5) calendar days, the Superintendent may appoint an Acting Principal. The duration of any acting appointment shall be subject to applicable law and the policies of the School Committee.

Section 10 – Performance Evaluation

- A. Goals and Objectives: Each school year, the Superintendent or his/her designee and the Principal shall meet prior to September 30th to discuss and establish goals and objectives for the school year.
- B. Evaluation: The Superintendent or his/her designee shall evaluate the performance of the Principal annually using the Massachusetts Model System for Evaluation, including but not limited to: the DESE Model Contract Language for Administrators and the DESE Rubric for School-Level Administrator. Such evaluation shall be placed in the Principal's personnel file.
- C. No material derogatory to the Principal's conduct, character, service or personality will be placed in her personnel file unless the Principal has had an opportunity to review such material. The Principal will also have the right to submit a written response to such material and her responses shall be reviewed by the Superintendent and attached to the file copy. The Principal shall be permitted to inspect the contents of her personnel file as that term is defined in M.G.L. c. 149, Section 52C and to receive one copy of every document contained in said file.
- D. Nothing contained herein shall limit the Principal and/or Superintendent from discussing and/or reviewing her performance at any time during the term of this Contract.

Failure by the Superintendent or his/her designee for any reason to evaluate the Principal shall not be considered a material breach hereof.

Section 11 – Availability of Funding

Notwithstanding any other provision of this Agreement, all terms of this Agreement are subject to funding earmarked for such position which funding is to be determined on a yearly basis by the School Committee consistent with the needs of the Randolph Public Schools and in accordance with the School Committee's role in establishing the District's annual operating budget. To the extent that the Principal is entitled to the good cause protections of M.G.L. c. 71, s. 41, it is expressly understood that lack of funding resulting from the District's financial conditions shall amount to good cause to terminate this Contract during its term, provided the District pays all compensation due through the date of termination.

Section 12 – Termination of Contract by Principal

In the event that the Principal desires to terminate this contract before the term of service shall have expired, she may do so by giving at least sixty (60) days-notice of her intention to the Superintendent. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. In the event that such notice is given by the Principal, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The Principal acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

Section 13 – Discipline and Termination of Contract by Committee

This Contract and the continued employment of the Principal is subject to the provisions of M.G.L. c. 71, §§41, 42, and 42D, relative to suspension and dismissal, to the extent otherwise applicable. Budgetary reductions and/or a bona fide reorganization shall constitute good cause for termination under the provisions of the aforementioned statutes. In the event the Principal is not eligible for the protections of the aforementioned statutes, this Contract may be terminated without cause, provided the District pays all compensation due through the date of termination. In the event of termination of the Principal under this provision, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

Section 14 – Notice of Non-Renewal of Employment

Failure of the Superintendent of Schools to notify the Principal of the non-renewal of this Contract at least sixty (60) days prior to its expiration shall automatically renew the Contract for an additional one year period. If a timely notice of non-renewal is given to the Principal, this Contract will automatically terminate on June 30, 2024 and the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

It is expressly understood and agreed that the non-reappointment of the Principal upon the expiration of this Contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this Contract and that the requirements thereof shall not be applicable in such circumstances.

Section 15 – Transfer and Assignment

The Superintendent of Schools may, after notice to the Principal transfer or assign her to another administrative position within the District at a salary commensurate with the position and working conditions, as determined by the Superintendent.

Section 16 – Warranty of Credentials

The Principal warrants the validity of the credentials and experience represented to the District in pursuit of this position and any material misrepresentations made therein may

constitute grounds for immediate termination of this Contract and the Principal's employment.

Section 17 - State Ethics Laws

The Principal is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Contract and in connection with the performance of her job duties and responsibilities.

Section 18 – CORI and National Background Check

Prior to the commencement of the contract term, the Principal shall authorize and the Superintendent shall perform a so-called CORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, section 38R. The Principal shall remain subject to such CORI and fingerprint criminal background checks through the term of this Contract and as may be required by law or School Committee policy. To the extent that the Superintendent becomes aware of any information revealed by the CORI and/or fingerprint criminal background check, which in his/her sole discretion, renders the Principal unqualified or otherwise unfit for the position of Principal, then this Contract shall become null and void with no further obligations or recourse to the Parties.

Section 19— Indemnification

The District agrees to provide indemnification and legal defense of the Principal in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the Principal shall cooperate with the District, its attorneys and agents in all matters relating to said claim.

Section 20 – Salary Deductions

This Contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the Principal and agreed upon by the parties or required by law.

Section 21 – Entire Agreement

This Contract embodies the whole agreement between the District and the Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

Section 22 – Invalidity

If any paragraph, part of or rider to this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

Section 23 – Law Governing

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

Section 24 - Counterparts

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Contract and a duplicate thereof on this 6th day of June in the year 2021.

RANDOLPH SCHOOL DISTRICT

THE PRINCIPAL

By: _____
Thea Stovell
Its Superintendent
Duly Authorized

Fully effective July 1, 2021

Date